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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION THREE

LANCE PARIS,

Plaintiff and Appellant,

v.

USI OF SOUTHERN CALIFORNIA  
INSURANCE SERVICES, INC. etc., et al.,

Defendants and Respondents.

B205045

(Los Angeles County  
Super. Ct. No. BC343324)

APPEAL from a judgment of the Superior Court of Los Angeles County,  
Elizabeth A. White, Judge. Reversed.

Eisenberg & Associates, Michael B. Eisenberg and Michael Malk for  
Plaintiff and Appellant.

No appearance for Defendants and Respondents.

Plaintiff and appellant Lance Paris (Paris) sued his ex-employer defendant and respondent USI of Southern California Insurance Service, Inc. (USI) for breach of contract and for wrongful discharge in violation of public policy. The trial court granted summary judgment in favor of USI and thereafter entered two

postjudgment orders in which the trial court ordered Paris to pay USI the sum of \$157,725 in attorney fees and \$6,665.35 in costs. Thereafter, the judgment was amended on October 2, 2007. Paris appealed from the summary judgment and separately appealed from the modified judgment that included the attorney fee and costs orders.

On September 12, 2008, in case No. B200225, we held that there were triable issues of fact with regard to Paris's causes of action for breach of contract and unauthorized discharge, and we reversed the summary judgment.

In the present appeal, Paris persuasively contends that the amended judgment which included the postjudgment attorney fee and costs orders must also be reversed. Because the summary judgment was reversed, and the attorney fee and costs orders were based upon the summary judgment, those orders and the amended judgment must also be reversed. (*Casey v. Overhead Door Corp.* (1999) 74 Cal.App.4th 112, 124, disapproved on other grounds in *Jimenez v. Superior Court* (2002) 29 Cal.4th 473, 481, fn. 1; *Department of Industrial Relations v. UI Video Stores, Inc.* (1997) 55 Cal.App.4th 1084, 1096-1097; *Department of Industrial Relations v. Nielsen Construction Co.* (1996) 51 Cal.App.4th 1016, 1031 ["In light of our reversal of the summary judgment, the order awarding attorney fees is also reversed."].)

DISPOSITION

The amended judgment is reversed. Paris is to bear his own costs on appeal.

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ALDRICH, J.

We concur:

CROSKEY, Acting P. J.

KITCHING, J.